

EXHIBIT C



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Labor and Employment

March 30, 2022

VIA OVERNIGHT DELIVERY

Lawrence Bailey
General Counsel
Meridian Senior Living, LLC
6931 Arlington Road, Suite 320
Bethesda, MD 20814

Re: Heather Barnhiser and Maumee Pointe, LLC

Dear Mr. Bailey:

I represent Sonida Senior Living, Inc. and its affiliates, including The Waterford at Levis Commons in Perrysburg, Ohio ("The Waterford") in this matter. I have enclosed a letter that The Waterford's current Executive Director, Kelly Ebersbach, sent to her predecessor, Heather Barnhiser, who became the Executive Director of Maumee Pointe sometime after she left The Waterford on November 12, 2021. Based on the letter that Meridian Senior Living's VP Human Resources Theresa Partlow sent to Ms. Ebersbach on January 31, 2022, which I have also enclosed, there can be no doubt that Meridian Senior Living became aware of Ms. Barnhiser's post-employment contractual obligations to The Waterford. I have also enclosed Ms. Barnhiser's Employment Agreement, which governed her employment with The Waterford.

Despite Ms. Partlow's assurances to Ms. Ebersbach, Ms. Barnhiser has carefully, yet blatantly, continued her orchestrated raid of The Waterford's employees and residents. Since January 7, 2022, Ms. Barnhiser successfully recruited the following employees away from The Waterford: Dawna Clark, Ellie Selders, William Richardson, Riley Patten, Darlene Lubinski, Savannah White, Meredith Gladwell, and Kathryn Brown. She has also successfully solicited, either directly or indirectly through Maumee Pointe's Marketing Director, three residents: Carolee Isaacson, Marian Marquette, and Jane Nowlin. Family of other residents have recently advised The Waterford that their loved ones may be heading to Maumee Pointe as well.

The Waterford is not fully aware of how Ms. Barnhiser is unlawfully soliciting The Waterford's employees and residents but based on reports from employees who decided to stay at The Waterford, there can be no question that Ms. Barnhiser has breached her Employment Agreement with the knowledge or encouragement of Meridian Senior Living's leadership. Although my firm is now assisting The Waterford with its investigation, The Waterford has also asked us to stop Ms. Barnhiser's unlawful activity and to ensure that Maumee Pointe does not have any of The Waterford's confidential or proprietary information. The Waterford has also asked my firm to recover its economic damages.

Lawrence Bailey

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The Waterford is contemplating legal action against both Ms. Barnhiser and Meridian Senior Living. To avoid The Waterford's seeking immediate injunctive relief, Meridian Senior Living must cease and desist from permitting or encouraging Ms. Barnhiser to continue her unlawful raid on The Waterford and to provide assurance that it has done so. If Meridian Senior Living chooses to proceed in that fashion, then The Waterford will simply focus on its economic damages to date, which now includes its attorneys' fees and could soon include court costs.

This letter serves as notice to Meridian Senior Living and Ms. Barnhiser of a potential legal action by The Waterford, arising from the activities described above. Given this prospect of legal action, Meridian Senior Living and Ms. Barnhiser have a duty to preserve all documents, records, and electronically stored information relating or referring to these activities. Electronically stored information includes, without limitation, Emails, social media, social networking archives, websites, text messages, and data stored on mobile devices, computers, laptops, servers, and cloud platforms.

I presume that you will represent Ms. Barnhiser, as she is part of Meridian Senior Living's management team. Please advise if that will not be the case, so I can contact her directly. Of course, I would be willing to discuss this matter with you or Meridian Senior Living's outside counsel. Thank you for your prompt attention to this matter.

Sincerely,

**BENESCH, FRIEDLANDER,
COPLAN & ARONOFF LLP**



Joseph N. Gross

Encls.

cc: David R. Brickman
Kelly Ebersbach

THE
Waterford at
Levis Commons
COMMUNITY

January 24, 2022

Via Overnight Federal Express and Regular U.S. Mail

Heather Barnhiser
Maumee Pointe
1050 Medical Center Parkway
Maumee, OH 43537

Re: Cease and Desist Ongoing Violations of Your Post-Employment Obligations

Dear Ms. Barnhiser,

A very serious matter has come to my attention. It is my understanding that you have attempted to contact and recruit employees of Levis Commons on behalf of your new employer, Maumee Pointe, in violation of your post-employment obligations and employment contract with Sonida Senior Living, Inc. and its affiliates (the "Company"). I am writing to demand that you immediately cease these solicitations and halt any behavior that interferes with the Company's business relationships with its employees. To date, we are aware that you personally or someone acting on your behalf solicited our employees to end their employment with us and to become employees at your new place of employment.

You signed an employment contract. If our understanding is correct, you have violated several provisions of this contract. To that point, the Company intends to fully investigate your conduct, as well as any involvement of your new employer and will take any and all necessary legal action available to it in order to prevent any further actions that are economically harmful to the Community and the Company. You must cease all such solicitations and business interference activities immediately.

Should you fail to cease and desist from soliciting the Company's employees or otherwise interfering with the Company's business relationships, the Company will have no choice but to immediately seek legal redress through the courts. The Company takes this matter very seriously and will aggressively, vigorously, and proactively move to protect its business interests.

Please contact me in writing no later than **January 29, 2022**, that you have halted all the activities described above and notified your current employer of your post-employment obligations to the Company. If I do not receive this written correspondence from you within the timeframe above, the Company will assume you have no desire to cease your violations and no desire to comply with the post-employment obligations. At that point, I will focus on the Company's legal remedies.

Finally, this demand letter serves as notice to you of potential legal action by the Company arising from the activities described above. **Given this prospect of legal action, you have a duty to preserve any documents, records, and electronically stored information relating or referring to these activities. Electronically stored information includes, without limitation, emails, text, social media/social networking archives, and data stored on mobile devices, computers, laptops, servers, and cloud computing platforms.**

Lastly, please provide your employer with a copy of this letter as notice that your recruiting actions directed at this Community are not allowed. Thank you for your immediate attention to this matter.

Sincerely,



Kelly Ebersbach, Executive Director
The Waterford at Levis Commons

cc: David R. Brickman, Esquire
Jeremy Falke, Senior Vice President Human Resources
Amy Crosslin, HR Business Partner
Elizabeth Smith
Employee File
Maumee Pointe c/o Owner – *Via Federal Express*
1050 Medical Center Parkway
Maumee, OH 43537